



BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder, ("Spectrum") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and John C. Fremont Library, ("Customer") with offices located at 130 Church Ave, Florence, CO 81226.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Spectrum is to provide Customer with Spectrum's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Spectrum to and signature by Customer.

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: John C. Fremont Library

Invoicing Address: 130 Church Ave., Florence, CO 81226

Invoicing Special Instructions:

1. SITE-SPECIFIC INFORMATION:

Order Type: Renewal: Upgrade

Service Location (Address): 130 Church Ave, Florence, CO 81226

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name	Tabby Selakovich		
Phone	719-784-4649 ext. 4		
Cell			
Email Address	tabby.selakovich@jcfld.org		

MONTHLY RECURRING CHARGES:

Data Services:

Spectrum Business Bundle: Internet Plus and Telephone *

Base Service Network Miles: Class of Service:

MEF Service Types (if applicable):

Speed:BI: Business Internet Pro iSBPP (100M down / 7M up) (Down/Up)

CPE: _____

\$ 79.99

IP Options

Static IP Package:

Static IP 1

\$ 9.99

Static IP Addresses: _____

* If Customer has selected the Spectrum Special Offers, the Section 11(b) of the Commercial Terms of Service (for Bundled Pricing) shall apply.

ONE-TIME CHARGES:
ONE-TIME CHARGES \$0.00

2. **TOTAL FEES.**

Total Monthly Recurring Charges of \$ 89.98 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 12 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Spectrum may then apply Spectrum's then-current Monthly Recurring Charges unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Spectrum shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and Spectrum shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Spectrum may rely on such copy of the Agreement and Service Order as if it were the original.

6. **E-RATE FUNDING CONTINGENCY.** Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-rate program funding year start date.

NOW THEREFORE, Spectrum and Customer agree to the terms and conditions of this Agreement, including the Commercial Terms of Service which are posted to the Spectrum website, <https://enterprise.spectrum.com>, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Commercial Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such signature on Customer's behalf on this unilateral contract shall bind Customer and Spectrum to the terms hereof and that signature by an authorized representative of Spectrum is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Spectrum prior to presentation to Customer.

John C. Fremont Library	Charter Communications, LLC By: Charter Communications, Inc., Its Manager
Signature: 	Signature:  <small>Sonya Callahan (Mar 31, 2017)</small>
Name: Tabitha Selakovich	Name: Sonya Callahan
Title: Library Director	Title: Director of Sales
Date: Mar 29, 2017	Date: Mar 31, 2017

CHARTER COMMERCIAL SUBSCRIBER PRIVACY POLICY & COMMERCIAL CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) POLICY

**These policies are provided with your Agreement for your information and convenience.*

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming, high-speed Internet, data networking and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.charter.com. If You find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, You may have the right to cancel Your Service under Your Service Agreement. If You continue to use the Service following the posting of a revised Policy, we will consider that to be Your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification

number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You, information about the service options that You have chosen; information the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally

identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

You acknowledge and agree that all communications between You and Charter may be recorded or monitored by Charter for quality assurance or other purposes.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files,

make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Charter's products and services; third party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your

personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the

prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have Your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things You can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

If Your organization is subject to the Health Insurance Portability and Accountability Act (HIPAA), you can learn how HIPAA applies to Your Charter services by reviewing our [HIPAA Policy](#), which is incorporated by references into this Policy.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at

our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of Your local office please visit www.charter-business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving Your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to Your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter. Because a "Do Not Track" protocol has not yet been

finalized, Charter's information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

Targeted Advertisements

Charter wants to make the advertisements it provides more relevant to You. Charter collects and uses non-personal information, such as information about your visits to our websites, ZIP Code, IP address and information from third parties. We may also combine that information with personally identifiable information, such as information You provide Charter and from Your Charter account. (See "What type of Information does Charter Collect"). In addition, Charter may partner with third-party advertising companies who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements.

Charter also uses third-party advertising companies to identify and present tailored online advertisements for its goods and services and uses anonymous ZIP Codes to geographically target online advertisements for our other clients. Charter will not provide our online partners with access to Your name, address, e-mail address, telephone number or other personally identifiable information without Your permission. When targeted online advertisements displayed on third-party websites are based on Your personally identifiable information or general location derived from your Charter IP address, You may opt-out by going to <http://unsubscribe.charter.com> and updating Your privacy preferences. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

Some of the advertisements You see on cable channels are placed by us. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for Your permission to take certain actions, like mail You information or allow the advertiser to contact You; if You grant permission, we will use Your personal information for the permitted purposes only. In some areas we will be able to target cable advertisements to Your household that will be more relevant to Your interests based on information You provide us or information that we receive from third parties. When those cable advertisements are directed to You based on Your personal information, You can elect not to receive them. You may opt-out by going to <http://unsubscribe.charter.com> and updating Your privacy preferences.

If you change or get a new account, You will need to review all of Your opt-out choices.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.charter.com.

Effective: December 16, 2013

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of Your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER

REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or, IP voice services.

Effective: May 4, 2009



201702224831339

SPECTRUM TELEPHONE SERVICE ORDER

This Service Order is executed and effective upon the date of signature set forth in the signature block below by and between Charter Advanced Services (CO), LLC, ("Spectrum") with a corporate address at 12405 Powerscourt Drive, Saint Louis, MO 63131 and John C. Fremont Library, ("Customer"). Spectrum Telephone Service is governed by the terms and conditions contained in the applicable Tariff(s)/Service, Price and Terms Guide for the U.S. state in which the Service is provided and any applicable federal tariff. The applicable Spectrum Telephone Service Tariff(s)/Service, Price and Terms Guide for your state can be found at Spectrum's website, <http://www.Spectrum.com/Visitors/Policies.aspx?Policy=9> (or any successor URL), and clicking on your U.S. state.

Customer's continuous use of the Service(s) after the implementation of any change(s) to the applicable Tariff(s)/Service, Price and Terms Guide or terms and conditions of the Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the applicable Tariff(s)/Service, Price and Terms Guide that adversely affects Customer's rights under this Agreement by providing Spectrum with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

CUSTOMER INFORMATION:

Account Name: John C. Fremont Library

Invoicing Address: 130 Church Ave., Florence, CO 81226

Invoicing Special Instructions:

1. SITE-SPECIFIC INFORMATION.☐ NEW ☒ RENEWAL ☐ CHANGE Specify: _____

Service Location (Address): 130 Church Ave, Florence, CO 81226

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

CUSTOMER CONTACT INFORMATION. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name	Tabby Selakovich		
Phone	719-784-4649 ext. 4		
Cell			
Email Address	tabby.selakovich@jclfd.org		

Third Party Verification Authorized Persons (see Section 4 below)

Name			
Phone			

MONTHLY RECURRING CHARGES:	
Service Period: 12 Months	
<i>Spectrum Bundle: Internet Plus and Telephone</i>	
Business Telephone Information:	
BT: Directory Listing Name:	
BT: Yellow Page Header (YPH):	
BT: Yellow Page Header Line Number:	
Business Telephone Additional Listing Information:	
BT: Additional Directory Listing Name:	
BT: Additional YPH:	
BT: Additional YPH Line Number:	
BT: Additional Listing Monthly Rate:	
Business Telephone Service:	
BT: Lines LD Package total monthly fees: ⁽¹⁾ BT: Unlimited LD / Line - Inter; BT: Unlimited LD / Line - Intra; BT: Unlimited LD / Line - Intra	\$ 0.00
Business Telephone Line #1:	
BT: Line #1 Feature Package	
BT: Line #1 Additional Services: Voice Line;BT: Feature - Block International	\$ 0.00
BT: Line#1 Ancillary Services Comm: BT: Complete Feature Package	\$ 0.00
BT: Line #1 Term Monthly Rate	\$ 19.99
BT: Line #1 MCA Call Plan Monthly Rate	
BT: Line #1 Premise Equipment Lease Fee ⁽²⁾	\$ 0.00
Calc: BT: Line #1 Monthly Fee	\$ 19.99
Business Telephone Line #2:	
BT: Line #2 Feature Package	
BT: Line #2 Additional Services: Voice Line;BT: Feature - Block International	\$ 0.00
BT: Line#2 Ancillary Services Comm: BT: Complete Feature Package	\$ 0.00
BT: Line #2 Term Monthly Rate	\$ 19.99
BT: Line #2 MCA Call Plan Monthly Rate	
BT: Line #2 Premise Equipment Lease Fee ⁽²⁾	\$ 0.00
Calc: BT Line #2 Monthly Fee	\$ 19.99
Business Telephone Line #3:	
BT: Line #3 Feature Package	
BT: Line #3 Additional Services: Voice Line;BT: Feature - Block International	\$ 0.00
BT: Line#3 Ancillary Services Comm: BT: Complete Feature Package	\$ 0.00
BT: Line #3 Term Monthly Rate	\$ 19.99
BT: Line #3 MCA Call Plan Monthly Rate	
BT: Line #3 Premise Equipment Lease Fee ⁽²⁾	\$ 0.00
Calc: BT Line #3 Monthly Fee	\$ 19.99
TOTAL MONTHLY RECURRING CHARGES	\$ 59.97

- (1) If Business Unlimited LD is selected, then the total monthly fee at right equals the Business Unlimited LD per line rate multiplied by the total number of BT lines ordered with Business Unlimited LD included. (Example: Customer has ordered a total of 6 BT lines but has selected only 3 BT lines to include Business Unlimited LD. The total monthly fee shown in the far right hand column will be equal to 3 multiplied by the Business Unlimited LD monthly fee rate.).
- (2) This fee is charged on a per-line basis.
(For Spectrum internal purposes only - Campaign Source (if applicable):)

ONE-TIME CHARGES:	
TOTAL ONE-TIME CHARGES	\$ 0.00

2. TOTAL FEES.*

Total Monthly Recurring Charges of \$59.97 are due upon receipt of the monthly invoice.*

** Customer understands and agrees that pricing set forth herein is unique to the Customer and is Spectrum confidential information.*

3. **SERVICE PERIOD.** For those Services provided hereunder which have an initial Service Period identified above, upon expiration of the initial Service Period, this Service Order shall automatically renew for successive month-to-month terms and Spectrum may apply its then-current applicable business rates, unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current Service Period.

4. **E-RATE FUNDING CONTINGENCY.** Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

5. **911.** One of the most important elements of Enhanced Universal Emergency Number Service E911 is automatic location information (ALI). ALI informs the Public Safety Answering Point (PSAP) of the 911 caller's name and address. In cases where the 911 caller is unable to provide this information, for whatever reason, ALI furnishes this information instantaneously, thereby facilitating the PSAP to respond appropriately. As currently offered, however, the location provided by regular ALI will be the same for all lines on the same account.

Your Spectrum installed telephone equipment must not be moved without first contacting Spectrum. If it is relocated, in the event you dial 911, your location information will not be transmitted properly and you will be required to supply the emergency operator with the address of the emergency. The Spectrum installed equipment also has battery backup, intended to supply four (4) hours of standby time and three (3) hours of user time in case of a power outage. **In the event the battery life is exhausted and your power is out you will not be able to use your service including 911.**

Spectrum Telephone Service does not support multiple address locations. The only address sent to the 911 operator for all telephone numbers is the service address listed on the account. You agree to advise all individuals who may place calls using your Spectrum service from a location which cannot be seen or identified at the address on the account of this limitation.

You will be responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location, or person in need of emergency assistance.

6. **THIRD PARTY VERIFICATION/LETTER OF AUTHORIZATION.** FCC Regulations require telephone companies and long distance service providers to verify a subscriber's selection of a provider of telephone exchange service or telephone toll service. Customer may elect to identify above up to three employees in their company to be authorized to verify your selection of Spectrum Telephone Services via Spectrum's toll-free third party verification ("TPV") or Letter of Authorization ("LOA") process where applicable. If this verification is not completed, this contract will not be valid.



7. **CUSTOMER SUPPLIED EQUIPMENT.** Spectrum is not responsible for the installation, maintenance, compatibility or performance of any Customer-supplied hardware, firmware or software with the Services.

8. **GOVERNMENT/INSTITUTIONAL CUSTOMERS.** If Customer is a Federal, state or local government, an agency, department, division or subdivision of a Federal, state or local government, a hospital or health care facility, school or school district, or military installation and/or public safety agency, the following is provided for clarification:
 - a. **DIRECTORY LISTINGS.** In the event Customer has selected on this Service Order the option for "Blue Pages," Spectrum will exercise commercially reasonable efforts to provide Customer with a specialized listing in the governmental section (i.e. "blue pages") of a printed telephone directory to the same extent that such specialized listings are provided by the incumbent telephone provider in the directory made available in the Customer's area. Should Spectrum be unable to provide Blue Page listings, Customer shall not be liable for applicable fees for Blue Pages until such time as Spectrum is able to provide such Blue Pages. Spectrum shall not be in default of this Order if it is not able to provide the Blue Page(s).
 - b. **SPECIAL REQUIREMENTS.** Prior to ordering any Service or requesting any modification of the Service or any other special arrangements (such as billing or reporting), Customer shall provide written notice to Spectrum in the event (i) any Customer methods or requirements at the Customer Service Location regarding Service(s) or equipment installation, maintenance and repair (including any requirements for cabling and/or grounding), access to Customer's premises, or other similar business procedures, and (ii) any requirements for specialized equipment or materials at the Customer Service Location. Spectrum is not obligated to comply with such methods or requirements to the extent that such methods and/or requirements are not specifically described in a Service Order accepted by Spectrum related to such Customer order or request.
 - c. **NO PRIORITY RESTORATION.** Spectrum does not offer nor provide priority restoration of Service(s).
9. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
10. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Spectrum shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
11. **ENTIRE AGREEMENT.** The terms and conditions of the applicable Tariff(s)/Service, Price and Terms Guide will remain in full force and effect during the Service Period and any renewals thereto. In the event of any conflict between the provisions of this Service Order and the provisions of the applicable Tariff(s)/Service, Price and Terms Guide, the provisions of the Tariff(s)/Service, Price and Terms Guide shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the applicable Tariff(s)/Service, Price and Terms Guide. This Service Order supersedes and replaces any and all other Service Orders to the extent such other Service Order(s) conflict with this Service Order, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order.



12. **FACSIMILE.** A facsimile of a duly executed Service Order signed by Customer's duly authorized representative shall be considered evidence of a valid order and Spectrum may rely on such facsimile copy of the Service Order as if it were the original.

IN WITNESS WHEREOF, Spectrum and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives. The effective date of this Service Order is the latest date set forth with the signatures below.

John C. Fremont Library	Charter Advanced Services (CO), LLC By: Charter Communications, Inc., Its Manager
Signature: 	Signature:  <small>Sonya Callahan (Mar 31, 2017)</small>
Name: Tabitha Selakovich	Name: Sonya Callahan
Title: Library Director	Title: Director of Sales
Date: Mar 29, 2017	Date: Mar 31, 2017

